

Denison

Denison Police Assn./SEIU

7/1/2005 6/30/2008

CONTRACT FOR
THE 2005 - 2008 CONTRACT YEARS
BETWEEN
THE CITY OF DENISON, IOWA, AND
THE DENISON POLICE ASSOCIATION, SEIU

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This agreement is made and entered into by and between the City of Denison, Iowa, hereinafter referred to as the City, and Denison Police Association, SEIU, hereinafter referred to as the Association.

ARTICLE I

DEFINITIONS

1. The term "City" as used in this agreement shall mean the City of Denison, Iowa, or its duly authorized representative.

2. The term "Employee" as used in this agreement shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board and shall not include temporary employees.

3. The term "Association" as used in this agreement shall mean the Denison Police Association, SEIU, or its duly authorized representative.

4. Non-Certified Probationary Police Officers are those officers in their first year of employment and who when hired by the City were not yet certified by the Iowa Law Enforcement Academy as a Police Officer. A non-certified Police Officer shall remain in a probationary status after the first year if he or she has not yet graduated from the Iowa Law Enforcement Academy. If the probationary period is extended because a Police Officer has not yet graduated from the Iowa Law Enforcement Academy, the probationary period shall end upon graduation from the Academy.

5. Certified Probationary Patrol Officers are those officers in their first year of employment and who when hired by the City were already certified by the Iowa Law Enforcement Academy as a Police Officer.

6. Probationary Communications Operators are those in their first year of employment.

7. All other classifications in the bargaining unit shall have a probationary period of six months. Upon completion of the six-month probationary period, these employees shall be reclassified as regular employees.

8. Part-time employees who work at least half time for the City who become full-time employees in the same job classification shall have half the period of time in which they worked at least half time count toward their one year probationary period.

9. Temporary employees are those employed for a period of four months or less.

10. Part-time employees are those employees who normally work less than full-time and who are not temporary employees.

11. Wherever in the contract the term "Department Head" is used, the term shall mean either the Chief Supervisor of the appropriate department or his or her designee.

12. Whenever in the contract, the term "Mayor" is used, it shall mean the Mayor of the City of Denison, Iowa or his or her designee.

ARTICLE II

GRIEVANCE PROCEDURE

Section 1. Definition. For the purposes of this Agreement, a grievance shall be defined as a complaint by an employee or the Union involving an alleged violation of a specific provision of the Agreement, or the interpretation or application of a term of this Agreement.

Section 2. Procedure.

A. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

B. Failure to act on any grievances within the prescribed time limit will act as a bar to any further appeal. The City's failure to give a decision within the time limits prescribed herein shall permit the grievant to proceed to the next step. The time limits at any step may be changed by mutual agreement. A grievance must be brought no more than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of, with the exercise of reasonable diligence, the cause of the grievance.

C. Any investigation or other handling or proceeding of any grievance by the grievant employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. Unless agreed to by the employer, all grievances shall be processed outside the employees' workday.

D. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the grievant(s) and his or her designated or selected union representative(s).

E. At all steps of a grievance, the employer and the employee shall have the right to have representatives attend any meeting required to resolve the grievance.

Section 3.

STEP 1

An attempt shall be made to mutually resolve any grievance in informal verbal discussion between the complainant or complainants, their representatives and the supervisor with first level supervisory authority over the employee as defined in Chapter 20 of the Code of Iowa. The first level supervisor shall attempt to adjust the matter and respond within five (5) calendar days.

STEP 2

In the event the grievance is not resolved informally in Step 1, the grievance shall be submitted in writing to the appropriate department head within seven (7) calendar days after the Step 1 answer is due. The appropriate department head shall then attempt to adjust the matter and shall respond in writing to the grievant and his or her representative within seven (7) calendar days.

STEP 3

If the grievance is not settled in Step 2, the grievance shall be submitted in writing to the Mayor within seven (7) calendar days after the response of the appropriate department head is due. The Mayor shall hold an informal meeting within seven (7) calendar days of submission of the grievance to him. He shall issue a written decision within seven (7) calendar days of the informal meeting.

STEP 4

If the grievance is still not settled, either party may, within twenty-one (21) calendar days after the decision of the mayor is due, by written notice to the other request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Association within seven (7) calendar days after receipt of a list of seven (7) arbitrators which shall be provided by the Federal Mediation and Conciliation Service. The parties shall alternately strike one name at a time from the list until one shall remain. The party striking first shall be determined by a coin toss. The name remaining after exercise of all strikes shall be the arbitrator.

The decision of the arbitrator regarding the grievance shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator, in his decision, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His or her authority shall be strictly limited to deciding only the issue or issues presented to him by the City and the Association. His decision must be based solely and only upon his interpretation of the meaning and application of the express language of the agreement.

Each party shall bear its own cost and expense of arbitration proceedings, excluding the fee and expense of the arbitrator, which shall be shared equally by the City and the Association.

ARTICLE III

WAGES

Section 1. Wages. Effective July 1, 2005, employees will be compensated in accordance with Appendix A. Effective July 1, 2006, employees will be compensated in accordance with Appendix B. Effective July 1, 2007, employees will be compensated in accordance with Appendix C.

Section 2. Payday. The City shall pay employees on the Friday immediately following the two-week pay period in which the wages were earned. Barring unusual circumstances, checks will be ready by 12:00 noon to be picked up. If the payday falls on a scheduled holiday, checks will be available by 12:00 noon on the Thursday proceeding the normal payday.

Section 3. Longevity. Full-time employees who have completed the required number of years of continuous service with the City shall receive longevity pay in accordance with this schedule.

<u>Years of Service</u>	<u>Amount</u>
5 years	\$45.00 per month
10 years	\$55.00 per month
15 years	\$65.00 per month
20 years	\$75.00 per month

Any employee that leaves the employment of the City and is hired back loses his or her longevity.

Section 4. Notification of leave/compensatory time balances. The City shall provide to full-time employees on a quarterly basis the balances in their sick leave, vacation and compensatory time accounts.

Section 5. A Public Works employee who is hired as a Maintenance Worker I shall become a Maintenance Worker II after two years of satisfactory service.

ARTICLE IV

SHIFT DIFFERENTIAL

Section 1. Police Officers shall be paid at the end of the quarter shift differential at the following quarterly rate based on their normal shift assignment:

2:00 p.m. - 10:00 p.m.	\$ 52.00 per quarter
7:00 p.m. - 3:00 a.m.	\$104.00 per quarter
10:00 p.m. - 6:00 a.m.	\$104.00 per quarter

If the officers' normal shift assignment is changed for thirty (30) or more calendar days, an adjustment in the shift differential shall be made pro rata and based on the above quarterly rates.

Part-time officers who are normally assigned to work hours between 6:00 p.m. and 6:00 a.m. shall be paid shift differential of \$50.00 per quarter unless assigned to a non-qualifying shift for thirty (30) or more calendar days.

Section 2. Communications Operators shall be paid at the end of the quarter shift differential at the following quarterly rate based on their normal shift assignments:

4:00 p.m. - 12:00 a.m.	\$ 78.00 per quarter
12:00 a.m. - 8:00 a.m.	\$104.00 per quarter

If the communications operators' normal shift assignment is changed for thirty (30) or more calendar days, an adjustment in the shift differential shall be made pro rata based on the above quarterly rates.

A full-time Communication Operator who is not scheduled on a normal set shift on a quarterly basis shall be paid shift differential of \$91.00 per quarter unless assigned to a non-qualifying shift for thirty or more continuous days.

Full-time communications operators who are scheduled to rotate on a monthly basis shall be paid shift differential of \$68.25 per quarter.

Part-time communications operators shall be paid shift differential of \$65.00 per quarter.

Section 3. Shift differential shall be paid to full-time and part-time employees.

ARTICLE V

INSURANCE

Section 1. The City shall make available to all full-time employees health, dental, and accident insurance coverage which shall include all dependents. Employees shall elect on an annual basis either a Standard Insurance Plan or a Health Savings Account (HSA) Insurance Plan.

During the terms of this contract, the City shall pay premiums up to, but not to exceed, three hundred and twelve dollars (\$312) per month for a single plan and seven hundred and seventy-five dollars (\$775) per month for a family plan. The total premium cost paid by the City for the employee's covered by this bargaining agreement is one hundred ninety-six thousand and eighty-one dollars (\$196,081).

During the terms of this contract, the deductible for the Standard Insurance Plan shall be one thousand dollars (\$1,000) per person and two thousand dollars (\$2,000) per family. The maximum out-of-pocket expense for the standard plan shall be two thousand dollars (\$2,000) per person and four thousand dollars (\$4,000) per family. Coverage for the standard insurance plan shall be at ninety percent (90%) for Preferred Provider Organization Services and eighty percent (80%) for Non-Preferred Provider Organization Services of the covered charges up to the maximum out-of-pocket expense and one hundred percent (100%) once the maximum out-of-pocket expense is satisfied. During the second and third years of this contract, any increase in the premiums listed in paragraph 2 above shall be paid by the employee.

During the terms of this contract, the deductible for an HSA plan shall be two thousand five hundred dollars (\$2,500) per person and five thousand dollars (\$5,000) per family. Prior to May 1, 2005, the City will contribute into the HSA of an employee with a single plan, one thousand two hundred fifty dollars (\$1,250), and will contribute into the HSA of an employee with a family plan two thousand five hundred dollars (\$2,500). During the second and third year of this contract, the City will contribute any premium savings from the previous year's premium compared to the total premium cost listed in paragraph 2 above (\$196,081) to the employee's HSA's not to exceed one thousand two hundred and fifty dollars (\$1,250) for a single plan and two thousand five hundred dollars (\$2,500) for a family plan.

The City agrees to maintain the current disability policy. The City agrees to provide twenty thousand dollars (\$20,000) of term life insurance for each employee.

Section 2. All terms and conditions of the insurance coverage provided, including eligibility for coverage, coverage period and dates of premium payments necessary for such coverage shall be determined by the insurance carrier.

Section 3. The City and the Association agree to form a study committee to meet prior to the insurance renewal date to study options for addressing the rising cost of insurance. The study committee shall consider available carriers, cost containment measures, and any other options that would affect the premiums for insurance. Any changes implemented during the term of this contract shall be by mutual agreement of both parties.

ARTICLE VI

HOURS OF WORK

Section 1. A normal work period for Police Officers shall be twenty-one (21) days with seven (7) days on and two (2) days off; seven (7) days on and five (5) days off.

Section 2. Normal shift starting time for Police Officers shall be 5:45 a.m., 7:45 a.m., 1:45 p.m., 6:45 p.m., and 9:45 p.m.

Section 3. A normal work day for Police Officers shall consist of eight and a quarter ($8\frac{1}{4}$) hours, including the current meal and rest periods. A normal work day for Communications Operators shall consist of eight (8) hours.

Section 4. A normal work period for Communications Operators shall be seven (7) days on, three (3) days off, three (3) days on, and one (1) day off.

Section 5. Normal shift starting times for Communications Operators shall be 8:00 a.m., 4:00 p.m. and 12:00 midnight.

Section 6. A normal work day for City Hall Employees shall consist of eight and one-half ($8\frac{1}{2}$) hours including the current rest period and a one (1) hour unpaid meal period.

Section 7. A normal work period for City Hall Employees shall be Monday through Friday with Saturday and Sunday off. The normal shift shall be 8:00 a.m. to 4:30 p.m.

Section 8. A normal work day for Public Works Employees shall consist of nine (9) hours including the current rest periods and one (1) hour unpaid meal period.

Section 9. A normal work period for Public Works Employees shall be Monday through Friday with Saturday and Sunday off. The normal shift will be 7:00 a.m. to 4:00 p.m.

Section 10. Shift Assignments. The Police Department retains the right to assign employees to shifts. In July and January of each year, employees shall have an opportunity to submit their shift preference. Employees denied their shift preference shall, upon request, be given a written reason for the denial. However, such denial is not subject to grievance. Assignment of shifts shall not be for arbitrary or capricious reasons or as disciplinary action.

Section 11. Overtime. Overtime is work performed, including attendance at schools or training directed by the City, by an employee in excess of eight and a quarter (8¼) hours in a day for Police Officers and eight (8) hours in a day for Communications Operators or time worked on a day off. Overtime will be compensated with compensatory time off.

Compensatory time off for Police Officers shall be granted at straight time for time until one hundred twenty-eight (128) hours in the twenty-one (21) day period is reached. Hours over one hundred twenty-eight (128) shall earn compensatory time at a time and a half rate. For purposes of determining when hours are over one hundred twenty-eight (128), all hours in pay status shall be considered as hours worked.

Compensatory time off for Communications Operators shall be earned at time and one-half for hours over eighty (80) in a pay period. Compensatory time off for Public Works Employees shall be earned at time and one-half for hours over forty (40) in a work week. Compensatory time off for City Hall Employees shall be earned at time for time for hours between thirty seven and one-half (37.5) and forty (40) in a work week and time and one-half for hours over forty (40) in a work week.

Earned compensatory time taken at the request of the employee with the approval of management shall be taken in at least one (1) hour increments if taken at the beginning or end of the shift. If taken during any other time, it must be taken in increments of at least one (1) day. The Department Head shall have the discretion to permit waiver of this restriction in unusual circumstances.

The employer reserves the right to require employees to take earned compensatory time. When the employer requires employees to take earned compensatory time, such time shall be in increments of at least one (1) day. Earned compensatory time may be accumulated and credited to the employee's compensatory time account to the statutory maximum. Cash payment will be made for all accumulated hours over the statutory maximum.

Requests for compensatory time off shall be submitted to the appropriate department head not less than seventy-two (72) hours nor more than ninety (90) days prior to the time required off.

Such requirement may be waived at the Department Head's discretion. The Department Head shall normally notify the employee of approval or disapproval of their request within seventy-two (72) hours of the time the request was submitted. Compensatory time off shall be arranged in accordance with the employee's request if feasible. However, in all instances compensatory time off shall be at the convenience of the City in light of its operating procedures and schedules.

If requested by the employee, compensatory time not taken by the end of the fiscal year shall be converted at the regular rate of pay for the employee involved and paid for in cash.

If more than one (1) employee in a job classification, as listed in Article XVI, Job Classifications, requests a compensatory day off and the day has not already been granted to another employee, the senior employee shall have priority.

Since Communications Operators are usually unable to take their full meal period due to work assignment, work load or any other valid reason, they will be compensated at the following rate: full-time - one and one-half (1½) compensatory days per month

part-time - one (1) compensatory day per month

At the end of each calendar year the amount of days worked by each part-time Communications Operator during the previous year will be counted to determine if they average more than sixteen (16) work days per month over the course of the year. Part-time Communications Operators will be credited with an additional one-half hour of pay for each day worked over this average.

When a Public Works Employee has accumulated an excessive amount of compensatory time, the supervisor shall notify the employee to reduce the amount of compensatory time to a number acceptable to the supervisor within a reasonable amount of time or the supervisor may direct the employee to use compensatory time in accordance with the provisions of the collective bargaining agreement.

If a Public Works Employee is called in two or more hours prior to a scheduled shift start time because of snow removal operations, he or she shall also receive one (1) hour of compensatory time.

Section 12. Call-Back Time. Police Officers or Communications Operators who are off duty and called back to work by the City shall receive a minimum of one (1) hour or actual hours worked, whichever is greater. Time over the first hour shall be at time and one-half. The first hour shall be straight time. Payment shall be in compensatory time at the appropriate rate.

Section 13. Court Time. Employees who are required to appear in Court during their off-duty hours as a result of their duties as a Police Officer shall be guaranteed a minimum of one (1) hour or actual hours worked, whichever is greater. Time over the first hour shall be at time and one-half. The first hour shall be straight time. Payment shall be in compensatory time at the appropriate rate.

Section 14. Standby. The parties realize that it may be necessary or desirable for the City to require employees to be available on a standby status when they may be called to duty on short notice, therefore, these employees shall receive two (2) hours of compensatory time for each eight (8) hours of standby time.

Section 15. Records. The City shall be responsible for maintaining an accurate record of actual hours worked by the employees.

ARTICLE VII

UNIFORMS

Section 1. The City shall provide each newly-hired Police Officer with the following uniform items: two (2) complete summer uniforms, two (2) complete winter uniforms, one (1) winter jacket, one (1) light-weight spring jacket, one (1) police style hat, and one (1) pair of boots or shoes of the type and style worn by the officers.

Starting with the second year of employment and every year thereafter, the City shall provide each Police Officer with a uniform allowance in the amount of Four Hundred Forty and no/100ths Dollars (\$440.00) per year for the purchase and maintenance of uniforms and work related items used in the performance of the duties of the Police Officer.

The uniform allowance will be in an account maintained by the City to be used for purchase and maintenance of uniform items for Police Officers. Uniform items will be ordered out of this account by the employee filling out a purchase request. The request will be signed by the employee and the Chief of Police or his or her designee. Newly hired officers who quit within the first year of employment may be required by the City to pay the City any sum expended to purchase uniforms and equipment. Credit against this sum shall be given for any items that can be returned to the supplier. Upon termination of employment by the Police Department of other than newly hired officers, items of initial issue or their replacement must be returned to the City. Police Officers will be permitted to carry over up to One Hundred and no/100ths (\$100.00) from their uniform account to the next year.

Section 2. During the contract term, the City shall continue to provide the uniform and equipment items currently provided to Police Officers including, but not limited to, leather, weapon, handcuffs, chemical defensive spray and Monodnoc Pr-24. The City shall have the right, however, to substitute comparable equipment items based on its determination that a change in equipment items is in the best interest of the City.

Section 3. Replacement of personal watches and uniform and non-uniform clothing damaged in the line of duty for Police Officers or as a direct result of contact with a prisoner or suspect for Communications Operators shall, upon submission of proof of and circumstances of loss satisfactory to the Chief of Police, be replaced to a maximum of One Hundred Fifty Dollars (\$150.00). Replacement of personal eye glasses damaged in the line of duty for Police Officers or as a direct result of contact with a prisoner or suspect for communications operators shall, upon submission of proof of and circumstances of loss satisfactory to the Chief of Police, be replaced to a maximum of Two Hundred Fifty and no/100ths Dollars (\$250.00).

Section 4. Replacement of personal eyeglasses damaged in the line of duty for public works employees shall, upon submission of proof of and circumstances of loss satisfactory to the Street Commissioner, be replaced to a maximum of Two Hundred Fifty and no/100ths Dollars (\$250.00). Replacement of personal watches damaged in the line of duty for Public Works Employees shall, upon submission of proof of and circumstances of loss satisfactory to the Street Commissioner, be replaced to a maximum of Fifty and no/100ths Dollars (\$50.00).

Section 5. The City shall provide each full-time Public Works Employee with a uniform allowance account in the amount of Four Hundred Seventeen and no/100th Dollars (\$417.00) per year and part-time employees Three Hundred and no/100th Dollars (\$300.00) for the purchase of uniforms and work related items used in the performance of the duties of the Public Works Department. Newly hired Public Works Employees who quit within the first year of employment may be required by the City to pay the City any sum expended to purchase uniforms and equipment. Credit against this sum shall be given for any items that can be returned to the supplier. Upon termination of employment by the City of other than newly-hired Public Works Employees, items of initial issue or their replacement must be returned to the City.

ARTICLE VIII

WEAPONS

Section 1. The City shall provide at least fifty (50) rounds of duty ammunition per year to each Police Officer required to carry a weapon in the performance of his/her duties.

Section 2. The City will maintain a firearms training and qualification program for each Police Officer required to carry a weapon in the performance of his or her duties.

ARTICLE IX

TRAINING

Section 1. In the absence of exigent circumstances, each newly-hired employee shall be given appropriate training. Additionally, each new Police Officer shall be certified in firearms and impact weapons prior to being assigned to patrol duties. Newly hired employees who resign within one (1) year of employment may be required by the City to reimburse the City for out-of-pocket expenses incurred by the City in providing training. In addition, Police Officers who have signed a Pre-Employment Training Reimbursement Agreement and who resign within four (4) years of their graduation from the Iowa Law Enforcement Academy shall reimburse the City as provided in their pre-employment training reimbursement agreement for those costs associated with sending the Police Officer through the Basic Officer Training Program at the Iowa Law Enforcement Academy.

Section 2. The City will endeavor to provide the employees with necessary training on an on-going basis to keep them current in the performance of their duties.

Section 3. For all scheduled out of town training authorized by the City, the City shall, in addition to paying the costs of the training, pay for meals, lodging, the expenses of transportation, tuition, and necessary books and/or supplies. If an employee is required to use a personal vehicle to attend any out of town training, the City will reimburse the employee at the mileage rate set forth in City policy.

For all scheduled in-town training authorized by the City, the City shall, in addition to paying the cost of any training, pay for tuition and necessary books and/or supplies.

Section 4. The Chief of Police shall periodically post on the training bulletin board training announcements that he receives. The Iowa/NCIC computer system will be queried at the direction of the Communications Supervisor on a monthly basis for the purposes of obtaining the training calendar listed on the system. The Communications Supervisor shall post this computer listing on the training bulletin board.

ARTICLE X

HEALTH AND SAFETY

Section 1. Marked police vehicles shall be equipped with permanently-mounted two-way radios; a prisoner restraint partition; and two flashlights with one charger.

Section 2. The City shall also provide the following equipment for each marked police vehicle: Riot Helmet, Riot Baton, Trunk Organizer, Forms Organizer, First Aid Kit, Gas Mask with Case & Push Bumper

Section 3. The City shall provide each Police Officer with a walkie-talkie, carrier and charger. The employee shall be responsible for any loss or damage to the walkie-talkies or chargers which occurs in an off-duty status.

Section 4. The City shall provide each Public Works Employee with a hard hat, safety glasses, a pair of rubber boots, and a rain suit.

Section 5. The City shall have the right to substitute comparable equipment items based on its determination that a change in equipment items is in the best interest of the City.

ARTICLE XI

DISCIPLINE AND DISCHARGE

Section 1. When an employee is disciplined, the employer shall state in writing the violation and describe the circumstances of the violation. Within three (3) days of the disciplinary action, the employer shall mail to the union at an address designated by the union written notice of the disciplinary action.

Section 2. The exclusive grievance procedure for employees who are disciplined shall be the City's grievance procedure. For employees who are discharged, the exclusive administrative procedure for appealing the discharge is the procedure specified in Section 372.15 of the Code of Iowa.

ARTICLE XII

HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays for all full-time employees:

New Years Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day

For Public Works and City Hall Employees, when a holiday falls on a Saturday, the Friday before will be the specified holiday; when a holiday falls on a Sunday, the following Monday will be the specified holiday.

Section 2. If a Police Officer works on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, the officer shall receive one-half day compensatory time.

Section 3. Communications Operators who work on one of the holidays specified in Section 1 of this Article shall be given another day off. City Hall Employees and Public Works Employees who work on one of the holidays specified in Section 1 of this Article will be compensated at the rate of one and one-half hours for each hour spent in pay status in addition to their regular holiday pay. Communications Operators shall be given another day off if a holiday falls on a regularly scheduled day off. To facilitate the changing of awarding leaves from a calendar year basic to a fiscal year basis, Communication Operators will be awarded ten (10) Holidays on 01/01/2005, five (5) holidays on 7/01/2005 and ten (10) holidays on the 1st day of July every year thereafter.

Section 4. Part-time employees who work on one of the holidays specified in Section 1 of this Article shall be paid at time and one-half for the hours worked.

Section 5. Requests for a day off earned in this article shall be submitted to the appropriate department head not less than seventy-two (72) hours nor more than ninety (90) days prior to the time requested off. Such requirement may be waived at the Department Head's discretion. The Department Head shall normally notify the employee of approval or disapproval of their request within seventy-two (72) hours of the time the request was submitted. Holidays must be taken in one (1) day increments. Holiday leaves shall be arranged in accordance with

the employee's request if feasible. However, in all instances holiday time shall be at the convenience of the City in light of its operating procedures and schedules.

If more than one (1) employee in a job classification as listed in Article XVI, Job Classifications, requests a Holiday off and the day has not already been granted to another employee, the senior employee shall have priority.

ARTICLE XIII

VACATIONS

Section 1. Following the first full year of employment, all vacation time shall be computed on a fiscal year basis:

To facilitate the changing of awarding leaves from a calendar year basis to a fiscal year basis, eligible employees will be awarded the total number of vacation days they are entitled to within the following Vacation Schedule on 01/01/2005, one-half (1/2) of the number of days they are entitled to within the following Vacation Schedule on 07/01/2005 and the total number of days they are entitled to within the following Vacation Schedule on the 1st day of July every year thereafter. Requirements to have vacation reduced by 12/31/2005 waived for the first year only. Employees will be allowed to carry over no more than five (5) days vacation from 6/30/2006 to the new fiscal year and every fiscal year thereafter.

Vacation shall be granted according to the following schedule:

<u>Length of Service</u>	<u>Amount of Vacation</u>
After 1 year	5 working days
After 2 years	10 working days
After 5 years	15 working days
After 10 years	20 working days
After 15 years	20 working days plus an additional day for each year of employment to a maximum of 25 days

Section 2. Vacation requests shall be submitted to the appropriate Department Head not less than seventy-two (72) hours nor more than ninety (90) days prior to the time requested off. Such requirements may be waived at the Department Head's discretion. The Department Head shall normally notify the employee of approval or disapproval of their request within seventy-two (72) hours of the time the request was submitted. Vacation time off shall be arranged in accordance with the employee's request if feasible. However, in all instances vacation time off shall be at the convenience of the City in light of its operating procedures and schedules. Because of scheduling requirements unique to the Police Department, the parties recognize that the minimum increment of taking vacations in the Police Department must be treated differently than the other departments. Vacation must be taken in one (1) day increments for employees in the Police Department. Vacation must be taken in no less than one-half (1/2) day increments for employees in the Public Works Department and City Hall.

If more than one (1) employee in a job classification as listed in Article XVI, Job Classifications, requests vacation and vacation has not already been granted to another employee, the senior employee shall have priority.

Section 3. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job in the working day immediately proceeding the employee's vacation period.

Section 4. Should a holiday occur during the period an employee is taking scheduled vacation, the employee's vacation period shall be extended by one (1) additional work day before or after the vacation.

Section 5. If, despite the good faith efforts of the employee to utilize vacation in the year earned, due to the job requirements of the City an employee is not able to use a portion of his or her vacation, at the discretion of the appropriate Department Head, all or a portion of the unused vacation may be carried over to the next fiscal year. Up to five (5) days of vacation may be carried over to the next fiscal year in the discretion of the employee.

Section 6. Vacation benefits shall not accrue to an employee during a leave of absence without pay.

An employee may not take pay in lieu of vacation time except upon separation from the City of Denison.

Upon separation by reason of retirement or otherwise, an employee may elect to receive payment for any accumulated unused vacation in a lump sum or in continuation of payments at usual periods.

Section 7. Part-time employees who worked an average of thirty (30) hours or more per week during the previous calendar year shall receive five (5) days of vacation, to be scheduled in accordance with Section 2 of this article.

ARTICLE XIV

SICK LEAVE

Section 1. Regular full-time employees shall be granted sick leave, which shall be accumulated up to a total of ninety (90) working days.

Section 2. A new employee hired on a full-time basis shall commence to accumulate sick leave on the basis of eighteen (18) days one hundred forty-four (144 hours) per calendar year of employment (five and fifty-four one hundredths (5.54) hours per pay period), following six months of employment. Employees who have accumulated at least ninety (90) days of sick leave may elect to take sick leave earned in the year after accumulating ninety (90) days and convert that earned sick leave above ninety (90) days to cash at one-half of their rate of pay or may elect to convert said leave to additional vacation time at the rate of one-half day of vacation time for each day of sick leave converted. The election of payout or conversion of unused sick leave shall take place during the last pay period in November, and employees electing payout shall be paid on the last payday in November. Employee's electing to convert unused sick leave to vacation days shall have until June 30th of the following year to use these days.

Section 3. No sick leave benefits of any kind shall be granted after the termination of employment. Upon termination of employment, no cash payment shall be made for unused sick leave except as provided for in the City Personnel Policies.

Section 4. If such regular full-time employee begins work for the City on or before the fifteenth day of the month, the employee shall get credit for the full month towards the six month period specified above. If the regular full-time employee begins work after the fifteenth of the month, such credit shall not start until the first of the following month.

Section 5. Employees hired on a temporary or part-time basis shall not be granted sick leave with pay.

Section 6. No employee shall be granted sick leave with pay in excess of the amount they have accumulated. No credit shall be given in advance of actual accrued sick leave earned.

Section 7. When an employee is sick, that time shall be deducted from their accumulated sick leave. Sick leave may be used for a serious illness or while recovering on an injury. Sick leave is granted for bona fide sickness or injury only.

Section 8. Any time an employee is absent from their duties because of sickness for more than three (3) consecutive days, a Department Head retains the discretion to require a doctor's certificate or he/she may do so for a shorter absence.

Section 9. Sick leave may be used up to forty (40) hours per calendar year when a member of the employee's immediate family requires care or attention due to illness or injury. "Immediate family" means and is limited to the employee's spouse, children, parents, grandparents, grandchildren, foster children, brothers, sisters, aunts, uncles or corresponding relative of the employee's spouse or other relatives residing in the employee's immediate household.

Section 10. Sick leave benefits do not apply when an employee is incapacitated while working for any other employer for gainful purposes. Service in the armed forces shall be considered as working for another employer for gainful purposes.

Section 11. When an employee suffers illness or injury covered by both sick leave and Worker's Compensation, the employee will be given the option of supplementing the Worker's Compensation payments with sick leave by an amount not to exceed one hundred percent (100%) of the employee's full regular pay. An employee so electing will have his/her sick leave reduced proportionately to the supplemental payments until the sick leave is exhausted. At that point, the supplemental payments will stop.

Section 12. Department Heads have the authority in an emergency situation with employees who have exhausted the balances in their vacation, sick leave, and compensatory time accounts, to solicit on a volunteer basis the transfer of earned vacation and compensatory time from other employees for the emergency situation.

ARTICLE XV

SPECIAL LEAVES

Section 1. Funerals. In case of death in the immediate family, which includes wife, husband, child, father, mother, brother, sister, grandchildren or grandparents of the employee or corresponding family of the employee's spouse, an employee shall be allowed, in the discretion of the supervisor, up to five (5) days leave with pay for any such death.

In the case of death of foster children, aunts, uncles, or other relatives living in the employee's immediate household and corresponding relatives of the employee's spouse, an employee may be allowed, in the discretion of the supervisor, up to three (3) days leave with pay for any such death.

Section 2. Jury Duty. If an employee is absent from work because of jury service, the employee shall be paid his or her regular straight time rate of pay, less his or her jury pay. Should the employee serve on a jury during vacation time, no deduction from his or her straight time pay will be made.

Section 3. Voting Time. An employee shall be permitted to vote during work time in any national, state or local election if it is not reasonably possible to vote during off-duty hours. No charge shall be made for time reasonably spent for such purpose.

Section 4. Leave Without Pay. Leave without pay may be granted to an employee for any good cause when it is in the interest of the City to do so. The employee's interest shall be considered when his or her record of employment shows him or her to be of more than average value and it is desirable to retain the employee even at some sacrifice.

The City may grant an employee leave without pay for a specified time not to exceed one (1) year and may extend the period of leave. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

Leave without pay shall be subject to the following provisions:

1. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement or other benefits of the City.
2. Leave without pay shall not be allowed during the probationary period.
3. Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.

Denial of leave without pay shall not be subject to grievance.

Section 5. The City agrees to comply with the Federal Family and Medical Leave Act.

ARTICLE XVI

JOB CLASSIFICATIONS

Section 1. For the purposes of this contract, the job classifications shall be as follows:

Police Officers

Communications Operators

Public Works Employees

City Hall Employees

Code Enforcement Employees

Shared Maintenance Employees

Section 2. The employer will provide the Union twenty-one (21) days advance notice of establishment of any new job classification or any changes in the present job classifications of any City department covered by this agreement. The parties will review all such new or changed job classifications. If unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit such new or changed job classification to the Iowa Public Employment Relations Board for determination.

Section 3. If it is determined the new or changed job classification is in the bargaining unit, the City and the Union shall meet to bargain the wage rate for the new job classification.

ARTICLE XVII

SENIORITY

Section 1. The term "Seniority" as used in the agreement shall mean full-time continuous service with the City. In the event there is more than one individual that has the same seniority, the order of seniority shall be determined by the last four (4) numbers of the affected employees' social security numbers, with the employee having the lowest four (4) digit number being considered as having the greater seniority. A seniority list shall be posted quarterly and is final for all purposes unless objections are made to the list within ten (10) days after posting. The City is required to apply seniority only as specifically provided in this agreement.

Section 2. Part-time employees who work at least half-time for the City who become full-time employees in the same job classification shall have half the period of time in which they worked at least half-time count for seniority once they became a full-time employee.

Section 3. An employee's seniority shall accrue during all leaves with pay, disabilities, sickness, or vacation.

Section 4. Seniority is broken and ends when:

- (1) The employee resigns or retires;
- (2) The employee otherwise leaves employment with the City unless on an authorized leave of absence;
- (3) The employee fails to report for work within fourteen (14) days after being notified to return to work following layoff when notice of recall is sent to the employee's last known address according to the employer's records. It is the employee's responsibility to keep the employer informed of his or her current address;
- (4) The continuous period of layoff exceeds one (1) year.

ARTICLE XVIII

LAYOFF

Section 1. It shall be the sole determination of the City when it is necessary to lay off employees.

Section 2. Employees to be laid off shall be given formal written notice at least two (2) weeks in advance of the date of layoff.

Section 3. Employees shall be laid off in inverse order of seniority, with the least senior employee in the affected classification to be the first laid off.

Section 4. Recall from layoff will be in the reverse order of layoff with the next senior laid off employee recalled first. Recall rights shall last one (1) year from the date of the layoff.

Section 5. No regular employee shall be laid off until all temporary, intermittent, seasonal and probationary employees in the affected classification have first been laid off.

Section 6. For purposes of consideration for layoff, there shall be five (5) classifications, Police Officers, Communications Operators, Public Works Employees, and City Hall Employees. Code Enforcement Employees and Shared Maintenance Employees shall fall under the classification of Public Works Employees for the purposes of layoff.

ARTICLE XIX

UNION BUSINESS AGENTS

Section 1. The Union shall have the right to designate agents, not to exceed two (2) persons, other than employees, at any one time, who shall have access to the meeting room of the Law Enforcement Center, when the room is available, during regular working hours for the purpose of investigating and administering matters relating to this Agreement.

Section 2. The Union shall notify, in writing, the designated representative of the City, of the name(s) and address(es) of parties so designated. Any such investigation or administration shall be conducted so as not to interfere with routine City business, and any such designated Union Agent shall comply with City safety and security regulations.

ARTICLE XX

UNION MEETINGS

Section 1. The Union may use City facilities, when available, for the purpose of holding scheduled Union meetings.

Section 2. With the permission of their appropriate Department Head, employees on duty may be permitted to attend any Union meeting. The granting or denial of such permission is not subject to grievance.

Section 3. Elected members of the bargaining team for the Association, not to exceed four (4) members, shall be made available to participate in all scheduled negotiations with the City. If a member of the team is scheduled to work during the negotiations, the City shall adjust their work schedule in order to permit them to be present for bargaining. If coverage permits, employees shall be allowed to take comp time, vacation time or holiday time to attend bargaining sessions.

ARTICLE XXI
LABOR/MANAGEMENT COMMITTEE

Section 1. The City and the Union agree to establish semi-annual labor/management meetings. The Committee shall consist of not more than five (5) members representing the City and four (4) employees chosen by the Union and shall meet every six (6) months at mutually agreeable locations.

Section 2. The purpose of the committee shall be to afford both labor and management a forum in which to communicate on any items that may be of interest to both parties. The committee is established as a communications vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. However, the parties will make an effort to resolve issues which may come before the committee. Union representatives will be in pay status for all time spent in these labor/management meetings if they would otherwise be on duty.

ARTICLE XXII
DUES DEDUCTION

Section 1. Upon receipt of written authorization from an employee, the City agrees to deduct the regular monthly Union dues of such employee from their pay and remit such deductions by the fifth day of the succeeding month to the designated Union official. The Union will notify the City in writing of the exact amount of such regular membership dues to be deducted and the Union official designated to receive those deductions. The City shall deduct one-twenty-sixth ($1/26$) of the total yearly dues from each such employee's paycheck and shall show the dues deduction on the employee's pay stub.

Section 2. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE XXIII

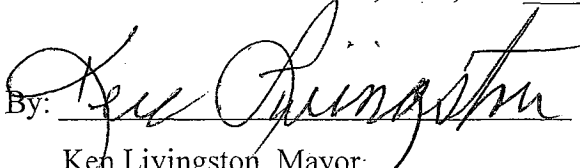
COMPLIANCE CLAUSES AND DURATION

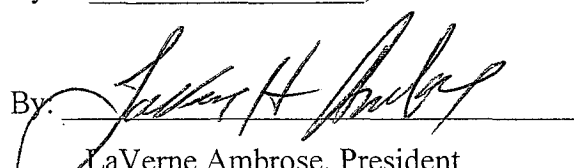
Section 1. This agreement shall be effective July 1, 2005, and shall be in effect through June 30, 2008, unless the parties mutually agree to extend any or all of the terms of the agreement. Upon termination of the agreement, all obligations arising under the agreement are automatically canceled.

Section 2. This agreement represents the entire agreement between the parties and supersedes any previous agreements, written or verbal.

Section 3. If any provisions of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and continuing except to the extent permitted by law; and the City and the Association shall enter into negotiations within a reasonable time to replace said provision. All other provisions or applications shall continue in full force and effect.

Dated at Denison, Iowa, this 30th day of June, 2005.

By: 
Ken Livingston, Mayor
City of Denison, Iowa

By: 
LaVerne Ambrose, President
Denison Police Association, SEIU

APPENDIX "A"
SALARIES FOR 2005 - 2006

POLICE DEPARTMENT:

SERGEANT	\$ 1,421.15
POLICE OFFICER	\$ 1,337.42
NON-CERTIFIED PROBATIONARY POLICE OFFICER	\$ 1,203.69
COMMUNICATIONS OPERATOR	\$ 1,014.42
PROBATIONARY COMMUNICATIONS OPERATOR	\$ 912.96
PART TIME COMMUNICATIONS OPERATOR	\$ 10.73/hour
PART TIME POLICE OFFICER	\$ 11.85/hour

PUBLIC WORKS DEPARTMENT:

MECHANIC/MAINTENANCE WORKER	\$ 1,260.00
MAINTENANCE WORKER IV	\$ 1,312.00
MAINTENANCE WORKER III	\$ 1,250.54
MAINTENANCE WORKER II	\$ 1,106.08
MAINTENANCE WORKER I	\$ 998.00
MAINTENANCE WORKER PART TIME	\$ 9.62/hour
PART-TIME SHARED MAINTENANCE	\$ 9.36/hour

CITY HALL EMPLOYEES:

OFFICE/ASS'T CLERK	\$ 1,119.81
OFFICE ASS'T	\$ 793.88
PART-TIME OFFICE ASS'T	\$ 7.79/hour

CODE ENFORCEMENT EMPLOYEES:

CODE ENFORCEMENT OFFICER	\$ 1,400.65
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APPENDIX "B"
SALARIES FOR 2006 - 2007

POLICE DEPARTMENT:

SERGEANT	\$ 1,470.88
POLICE OFFICER	\$ 1,384.23
NON-CERTIFIED PROBATIONARY POLICE OFFICER	\$ 1,245.81
COMMUNICATIONS OPERATOR	\$ 1,049.92
PROBATIONARY COMMUNICATIONS OPERATOR	\$ 944.92
PART TIME COMMUNICATIONS OPERATOR	\$ 11.11/hour
PART TIME POLICE OFFICER	\$ 12.27/hour

PUBLIC WORKS DEPARTMENT:

MECHANIC/MAINTENANCE WORKER	\$ 1,304.12
MAINTENANCE WORKER IV	\$ 1,357.92
MAINTENANCE WORKER III	\$ 1,294.31
MAINTENANCE WORKER II	\$ 1,144.81
MAINTENANCE WORKER I	\$ 1,032.92
MAINTENANCE WORKER PART TIME	\$ 9.96/hour
PART-TIME SHARED MAINTENANCE	\$ 9.69/hour

CITY HALL EMPLOYEES:

OFFICE/ASS'T CLERK	\$ 1,159.00
OFFICE ASS'T	\$ 821.65
PART-TIME OFFICE ASS'T	\$ 8.07/hour

CODE ENFORCEMENT EMPLOYEES:

CODE ENFORCEMENT OFFICER	\$ 1,449.69
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APPENDIX "C"
SALARIES FOR 2007 - 2008

POLICE DEPARTMENT:

SERGEANT	\$ 1,518.69
POLICE OFFICER	\$ 1,429.23
NON-CERTIFIED PROBATIONARY POLICE OFFICER	\$ 1,286.31
COMMUNICATIONS OPERATOR	\$ 1,084.04
PROBATIONARY COMMUNICATIONS OPERATOR	\$ 975.62
PART TIME COMMUNICATIONS OPERATOR	\$ 11.48/hour
PART TIME POLICE OFFICER	\$ 12.67/hour

PUBLIC WORKS DEPARTMENT:

MECHANIC/MAINTENANCE WORKER	\$ 1,346.50
MAINTENANCE WORKER IV	\$ 1,402.04
MAINTENANCE WORKER III	\$ 1,336.38
MAINTENANCE WORKER II	\$ 1,182.00
MAINTENANCE WORKER I	\$ 1,066.50
MAINTENANCE WORKER PART TIME	\$ 10.29/hour
PART-TIME SHARED MAINTENANCE	\$ 10.01/hour

CITY HALL EMPLOYEES:

OFFICE/ASS'T CLERK	\$ 1,196.65
OFFICE ASS'T	\$ 848.35
PART-TIME OFFICE ASS'T	\$ 8.34/hour

CODE ENFORCEMENT EMPLOYEES:

CODE ENFORCEMENT OFFICER	\$ 1,496.81
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